

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

RANDY S. GREEN

APPELLANT,

**v.
DIANE L. GREEN**

RESPONDENT.

DOCKET NUMBER WD72935

DATE: June 7, 2011

Appeal From:

Jackson County Circuit Court
The Honorable Christine T. Sill-Rogers, Judge

Appellate Judges:

Division One: Gary D. Witt, Presiding Judge, James E. Welsh, Judge and Alok Ahuja, Judge

Attorneys:

Catherine Earnshaw-Hobbs, Lee's Summit, MO, for appellant.

Diane L. Green, Respondent Pro Se.

MISSOURI APPELLATE COURT OPINION SUMMARY

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WESTERN DISTRICT**

RANDY S. GREEN,

APPELLANT,

v.

DIANE L. GREEN,

RESPONDENT.

No. WD72935

Jackson County

Before Division One: Gary D. Witt, Presiding Judge, James E. Welsh, Judge and Alok Ahuja, Judge

Randy Green appeals from the trial court's Amended Judgment of Dissolution of Marriage with respect to the trial court's award of maintenance to Diane Green.

AFFIRMED

Division One holds:

The trial court in its grant of dissolution of marriage to Randy and Diane, ordered that the marital home was sold at the earliest possible time. The court also ruled that Diane could reside there until the sale and Randy would pay the mortgage. The court found that until the sale was final Diane could meet her reasonable needs because she would not be paying rent or mortgage. However, after the home is sold, the trial court found that Diane would no longer be able to meet her reasonable needs, and, therefore, would be entitled to maintenance payments from Randy. The court found that as long as Randy was paying the mortgage that he did not have the resources to pay maintenance, but after the sale, he would have the ability to pay.

In his sole point on appeal, Randy alleges the trial court erred in making an award of maintenance that is to commence at a future time because Chapter 452 does not permit such an award after finding no basis for a present award of maintenance in that there is no statutory basis for such an award. Although generally maintenance payments should not be conditioned upon future happenings, an exception exists where there is substantial evidence as to a likely change in the future. Here, there is substantial evidence as to a likely future change in the financial circumstances of the parties in the near future. Chapter 452 does allow such an award. We find no error.

Opinion by Gary D. Witt, Judge

June 7, 2011

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